EXHIBIT C

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AFFIDAVIT OF HUGH WHITING

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this day, Hugh Whiting, the affiant, appeared in person before me, a notary public, who knows the affiant to be the person whose signature appears on this document, and stated:

"1. My name is Hugh Whiting. I am over eighteen years of age, of sound mind, have never been convicted of a felony, and am competent in all respects to make this affidavit. The facts stated herein are within my personal knowledge and are all true and correct.

2. I am the Partner-in-Charge of Jones Day's ("Jones Day" or the "Firm") Houston office. I have held this position since January of 2001. As Partner-in-Charge, my job duties include, among others, overseeing the operations of the Houston office, establishing appropriate local policies and procedures, insuring that the office complies with Firm policies and procedures, and making hiring and staffing decisions for Jones Day Houston. The Houston office was formed when Jones Day combined with former Houston firm Bayko Gibson Carnegie Hagan & Schoonmaker ("Bayko Gibson") effective as of January 1, 2001. We began operations with nineteen lawyers and a total staff of about thirteen. Since the combination, we have made a conscious effort to grow. Consequently, the Houston office grew in size to approximately 62 total personnel as of January 2003 and 75 as of January 2004. Today, the Houston office employs approximately 90 personnel.

3. Ava Slaughter ("Slaughter") presently is employed in the Houston office as Technology Support Specialist. While her job title has changed slightly, she has held this position since January 1, 2001, when she became a Jones Day employee as a result of the combination with Bayko Gibson. Her original job title was Technical Support Specialist. Her job title was changed to Technology Support Specialist on October 1, 2004 but her job duties remained the same. As Technology Support Specialist, Slaughter is part of Jones Day's information technology function which is currently referred to as Technology Support Services ("TSS"). From 2001 until March of 2004, the function was referred to as Global Information Systems ("GIS"). Each Jones Day office has one or more TSS/GIS employees who provide local technology support in the office, the number depending on the size and special needs of each particular office.

4. When Jones Day Houston first opened in 2001, the office size and scope of operation was such that there was need for only a single TSS/GIS Technology Support Specialist. However, in or around September 2003, due to the growing demands of the office, and as we contemplated moving into new, larger space, I decided there was a need for a TSS/GIS Manager in Houston. We therefore posted the new position internally and three internal candidates applied for the position, including Slaughter, Mary Adams ("Adams") and Jerri Del

Riesgo ("Del Riesgo"). I interviewed each candidate for the position, as did Kevin Richardson ("Richardson"), Office Administrator for the Houston office, and Houston partners Mark Metts ("Metts") and Scott Cowan ("Cowan"). I asked Cowan and Metts to participate in the interview process because I wanted input and views from lawyers in our litigation and transactional practices who were significant users of technology and who had frequent need for technology support.

5. The interviewers were provided with each candidate's resume, 2002 and 2003 performance evaluations, and the job description for the GIS Manager position. Each interviewer met separately with each of the candidates. The interviewers then met to discuss rankings of the candidates. I ask each interviewer to rank the candidates in order and asked Cowan and Metts to give me their rankings before Richardson or I revealed our rankings. Based on the uniform rankings and recommendations of the interviewers, I selected Del Riesgo for the GIS Manager position.

6. Each of the four interviewers ranked Del Riesgo first and Slaughter last. Specifically, both Cowan and Metts stated that they would not recommend Slaughter for the position based, in part, on their experiences working with her. I also made the judgment that Del Riesgo was better prepared to address the service needs and demands of the Houston office because of her experience in the Jones Day Columbus office. During the interview Del Riesgo displayed both an awareness of the need to provide high level service and sound judgment about how to prioritize the often competing needs of our lawyers and staff. These were distinct weaknesses in Slaughter's performance as Technology Support Specialist. Based on these separate interviews, each interviewer agreed that Del Riesgo was a better qualified applicant for the GIS Manager position than either Adams or Slaughter. As a result, I made the final decision to hire Del Riesgo for the position of Houston GIS Manager. Neither Slaughter's race nor Del Riesgo's race played any role in my decision to select Del Riesgo as Houston GIS Manager.

7. I am informed that in November of 2003, Slaughter filed an internal complaint alleging that her race was a factor in the decision not to choose her for the position of GIS Manager. I am also informed that David Williams, Firm Human Resources Director and Counsel, immediately investigated Slaughter's complaint, but found no evidence that discrimination motivated the Firm's hiring decision.

8. On June 20, 2006, after discovering that Slaughter had violated Firm policies on two separate occasions, Stacey Brown, Houston office Human Resources Manager, issued Slaughter a Counseling Report and met with her to discuss her violations. Jones Day did not revoke any of Slaughter's employment privileges as a consequence of her misconduct. Neither Slaughter's race nor any complaints she made had anything to do with Jones Day's counseling of Slaughter.

Further affiant sayeth not."

Hugh Whiting

SUBSCRIBED AND SWORN TO before me on this 8th day of November, 2006.

Juanita Jennings
Notary Public in and for
the State of Texas

Juanita Jennings
Printed Name of Notary

My Commission Expires: July 11, 2009

JUANITA JENNINGS
MY COMMISSION EXPIRES
July 11, 2009